

# Entire Health Pty Ltd Membership Agreement, Terms & Conditions

## ACKNOWLEDGEMENT



The parties acknowledge that Entire Health Pty Ltd may also be referred to as "Entire Health", "Entire Health (North Lakes)" and/or "North Lakes Physiotherapy".

By signing your membership agreement you are bound by the terms and conditions printed on this document. These terms & conditions form the agreement between Entire Health and you or your parent/guardian if you are under 18 years of age.

**Rules of Use:** Rules & guidelines must be adhered to at all times when using Entire Health facilities.

**Membership Card:** Must be shown at Reception on arrival for each visit. Lost cards should be reported immediately.

Membership cards will be renewed each 6 months.

**Photo ID** is required on joining Entire Health. If the member is under 18 the parent/guardian is required to provide photo ID. Entire Health will refuse entry, or request any person to leave the premises if the person is abusive or uses offensive language or whose behaviour is unacceptable and/or is under the influence of drugs and alcohol.

**Any electrical device** (including mobile phones) used for photographic purposes is prohibited whilst using our facilities. No photography of any kind is permitted without authorisation.

No smoking is permitted in our facilities.

No chewing gum permitted in our facilities.

No eating is permitted in the gym/fitness area.

Adherence to dress code must be maintained.

### GYM / FITNESS AREA

**Dress Code:** Fully enclosed sports shoes or socks, a t-shirt or singlet must be worn while in the gym area at all times. No jeans, work clothes, sandals or thongs are to be worn.

Clothing must be clean and tidy without offensive prints or designs for the consideration of all other clients.

**Right to Refuse entry:** Entire Health reserves the right to refuse entry if they deem clothing to be unsuitable.

**Towels:** A "no towel, no workout" policy applies. Towels must be used when exercising in the gym area to maintain hygiene and safety standards. Towels must be placed on equipment when in use. Each person must have, and use their individual

towel. Towels must be of an acceptable size, determined by Entire health.

**Use of equipment:** We require you to return weights and bars to their racks when you have finished with them. It is the responsibility of the user to do this including unloading plates/springs from machines when you have finished your set. This rule applies to equipment also used in group fitness classes (mats, balls, rings).

**Wipe down of equipment:** It is the responsibility of the user to wipe down equipment immediately after use.

**Age restrictions:** Children under the age of 14yrs are not permitted in the gym/fitness area, unless authorised for a specialised program. Children 14-17yrs must be accompanied by an adult at all times.

**Costs:** Some group fitness classes and programs are at an additional cost. You must book in for all classes.

**Time limits:** time frames may apply to some equipment. You must abide by any signage or direction from Entire Health staff at all times. Equipment must be shared amongst all members & clients, this includes other members being able to use the equipment during your rest periods.

**Storage:** Open shelves are available for use within our group fitness area. All items stored are at your own risk and we do not accept responsibility for items lost, damaged or stolen.

**Bags:** Are not permitted on the floor in the gym or fitness area at any time. They are to be placed on the shelves provided.

**Eating :** No food is allowed in the gym/fitness area.

### DIRECT DEBIT

Direct debit is an automatic weekly, fortnightly or monthly deduction from a debit or credit card (Visa, MasterCard) or an authorised account. Membership for 6 months can also be paid upfront by transfer into our account.

This is an ongoing membership with a minimum period of 6 months, renewed in 6 monthly increments. You may cancel after 6 months with 30 days notice using the below methods see "Cancellation of agreement" for cancellation details. Any fees due during your 30 days notice period will be collected. In the absence of a Cancellation Form being received, your membership will automatically renew for a further 6 months. If you terminate this agreement or stop the automatic debit arrangement in a manner that is not described in this agreement, you are liable to Entire Health for all outstanding and accrued payments.

<b>Entire Health - Redcliffe</b> Dolphins Health Precinct, Cnr Klingner & Ashmole Rd, Redcliffe PO Box 1047, Redcliffe Qld 4020 Ph: 3203 5111	<b>Entire Health – North Lakes</b> 1051B North Lakes Drive, North Lakes PO Box 395, North Lakes Qld 4509 Ph: 3491 6166	<b>Entire Health – Kallangur</b> Cnr Anzac & School Rd, Kallangur PO Box 1047, Redcliffe Qld 4020 Ph: 3491 7323
1300 ENTIRE (368 473) E: entirehealth@gmail.com		Initial & Date .....

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**Payments:** All payments are to be taken in advance.

**Fees & Charges:** All direct debit transactions will incur a \$1.00 transaction fee, each transaction. Direct debits are processed on a fortnightly basis.

**Failed Payments:** Failed payments will incur a \$10 fee, per attempt to collect. This additional amount will be payable by you on your next visit or will be automatically debited on your next billing date, whichever occurs earlier. Any costs incurred by you due to insufficient funds and/or account problems are wholly your responsibility.

**Facility Access:** Entry to, & use of the facilities will be restricted whilst your account is in arrears.

**Transfer of Memberships:** Memberships are non-refundable and non-transferrable.

**Cancellation of Agreement:** To cancel a direct debit membership you must complete an Entire Health Cancellation Form and lodge it with Reception. Forms will not be processed whilst your membership is on hold or fees are outstanding. Entire Health will respond to your cancellation request within 7 days. Cancellation will only be processed once all outstanding fees are paid and up to date, and will be effective immediately following the next direct debit payment under the agreement.

**Permanent Incapacity:** If you cannot use Entire Health facilities & services as a result of your permanent sickness or physical incapacity and wish to terminate the contract, you are required to provide a medical certificate stating that you cannot use the facilities or services because of your permanent sickness or physical incapacity. Any payment to recover cost for any services provided will apply, and will be taken from the unused portion of membership refunded.

**Membership Suspension:** You may suspend your membership for a minimum of 1 week and a maximum of 3 weeks in any 6 month period. Entire Health must be informed in writing (email is sufficient) a minimum of 7 days prior to the proposed suspension date.

**Back dating:** You cannot back date any suspension time.

**Cooling Off Period:** A 48 hour cooling off period applies to all membership agreements from the date of signing your agreement. It is essential that written notice of termination is given to Reception at Entire Health (a Cancellation of Membership form must be completed) before the end of the 48 hour cooling-off period in order for the cancellation to be

effective. A \$75 administration cost and any additional payment to recover cost for any services provided will apply.

**Acknowledgement of Risks, Injury & Obligations:** Exercise can be physically demanding and potentially dangerous. A condition of your membership is that you acknowledge and agree that:

- You can use the Entire Health facilities & participate in Entire Health activities at your sole risk and responsibility.
- You will not use the facilities & services if you are not medically or emotionally fit to do so.
- Entire Health, its employees and sub-contractors are not responsible for any injury or death caused to you or loss or damage caused to your property.
- You will not bring any claim against Entire Health, its employees or sub-contractors in the event you sustain any personal injury or suffer any property damage or loss when attending the club.
- You will indemnify Entire Health for any liability, loss or damage that you or any other person suffers as a result of your misconduct, bad faith or negligence.
- You will comply with all rules, notices displayed around the facilities and any reasonable request from Entire Health staff.

**Entire Health's Obligations to you:** Entire Health will endeavour to provide the facilities and services as agreed in your membership agreement. Entire Health reserves the right to change facilities, classes and services without notice. Fees & charges will be reviewed regularly and may increase. Entire Health will inform members in writing of any fee increases.

**Entire Health may terminate this agreement by written notice if:**

- You fail to pay agreed fees (you are still liable for all outstanding fees).
- You behave in an unacceptable manner in the opinion of Entire Health & or fail to comply with a reasonable request from Entire Health.
- The facilities are no longer available, safe or to the required standard in the opinion of Entire Health.
- A review of your fitness by a qualified Entire Health employee finds that continuing to use the facilities would be harmful to your health.

Entire Health reserves the right to refuse entry to any person, including members.

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